

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF WASHINGTON

TODD MICHAEL MILLER

Plaintiff,

v.

AUTOMATED ACCOUNTS, INC, a
Washington-based corporation

Defendant.

NO:

COMPLAINT AND DEMAND FOR JURY TRIAL

I. INTRODUCTION

1. This is an action for actual and statutory damages brought by Plaintiff TODD
MICHAEL MILLER, an individual consumer, against Defendant AUTOMATED ACCOUNTS,
INC. for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*

COMPLAINT
Page 1 of 6

MILLER & ASSOCIATES, P.S.
209 E Sprague Avenue
Spokane, WA 99202
(509)413-1494 Telephone
(509)413-1724 Facsimile

1 (hereinafter “FDCPA”), which prohibits debt collectors from engaging in abusive, deceptive, and
2 unfair practices.

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4 ***II. JURISDICTION***

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6 2. Jurisdiction of this court arises under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1337.
7 Declaratory relief is available pursuant to 28 U.S.C. §§ 2201 and 2202. Venue in this District is
8 proper in that the Defendants transact business in this District and the conduct complained of
9 occurred in this District as well.

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11 ***III. PARTIES***

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13 3. Plaintiff, TODD MICHAEL MILLER (hereinafter “Miller”), is a natural person
14 residing in the County of Spokane, State of Washington.

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16 4. Defendant AUTOMATED ACCOUNTS, INC. (hereinafter “Automated Accounts”), is
17 a Washington State corporation engaged in the business of collecting debt in this State with its
18 principal place of business located at 430 W. Sharp Ave. Spokane, WA 99201. The principal
19 purpose of Defendant is the collection of debts in this State and Defendant regularly attempts to
20 collect debts alleged to be due another.

1 5. Defendant is engaged in the collection of debts from consumers using the mail and
2 telephone. Defendants regularly attempt to collect consumer debts alleged to be due to another.
3 Defendants are “debt collectors” as defined by the FDCPA, 15 U.S.C. § 1692a(6).
4

5 ***IV. FACTUAL ALLEGATIONS***
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8 6. Plaintiff operates a business within the city of Spokane, Washington.

9 7. Plaintiff’s renewal fee for his city business license was due September 9, 2008.

10 8. Sometime after September 9, 2008, plaintiff attempted to pay the City of Spokane for
11 renewal of his annual business license.

12 9. When plaintiff attempted to pay the renewal fee to the City of Spokane, he was
13 informed by City of Spokane staff that his account had been referred to a debt collector and that
14 he would not be granted a business license renewal until he paid the debt collector.

15 10. The annual fee for a business license in the City of Spokane is sixty dollars (\$60.00)

16 11. The “Business License Application & Renewal” packet offered by the City of
17 Spokane states that if not paid on time, the City of Spokane will assess a “delinquent penalty” of
18 “ten dollars or five percent of the amount of the license fee for each month, or part thereof, of
19 delinquency, whichever is greater.”
20

21 12. Sometime after November 25, 2008, plaintiff received a letter (hereinafter “the
22 letter”) from Automated Accounts, stating that he owed a total of \$107.69. (Attached as “Exhibit
23 A”).

1 13. The letter stated that the balance had been reported as a collection to the credit
2 reporting agencies: Transunion, Experian, and Equifax.

3 14. Plaintiff ordered a copy of his Experian credit report and it showed a collection report
4 from Automated Accounts for \$71.00, an amount different than the amount claimed in the
5 collection letter.

6 15. The responsibility for the account was listed as "individual" on the Experian credit
7 report and there was no explanation or statement in the credit report that the debt was for
8 business purposes.

9 16. On February 18, 2009, plaintiff contacted Automated Accounts by telephone and
10 spoke with an agent of Automated Accounts who identified himself as "Mario Ruiz".

11 17. Plaintiff asked Mr. Ruiz in this conversation to explain how the total amount due had
12 increased from sixty dollars (\$60.00) to \$107.69.

13 18. Mr. Ruiz stated to plaintiff that an additional \$11.40 had been assessed by the City of
14 Spokane for late charges. Mr. Ruiz also stated that plaintiff was being charged an additional
15 50% above the \$71.40 (\$60.00 plus \$11.40) and that the amount was assessed for "additional late
16 fees".

17 19. Plaintiff then requested that Mr. Ruiz send him an itemization of the bill and the
18 contractual basis for each "late fee".

19 20. Although Mr. Ruiz sent an "itemization," it contained no information regarding the
20 debt that was not contained in the letter.

21 21. On February 19, 2009, plaintiff contacted the City of Spokane business licensing
22 department and spoke with an individual who identified herself as "Debbie".

1 22. Debbie stated to plaintiff that the City of Spokane was entitled to late fees and
2 interest in the amount of \$11.40 and that any additional amounts in the collection letter are fees
3 collected by Automated Accounts that the City of Spokane will not receive.

4 23. When plaintiff asked Debbie whether there was any contractual or other basis for the
5 additional 50% charge, Debbie responded only that the additional 50% charge is “how the
6 collection agency makes their money.”
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10 ***V. CLAIM FOR RELIEF***

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12 24. Plaintiff repeats, realleges and incorporates by reference to the foregoing paragraphs.

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14 25. Defendants violated the FDCPA. Defendants’ violations include, but are not limited
15 to, the following:

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17 a. Defendant violated 15 U.S.C. 1692e(2) by misrepresenting “the character,
18 status, or amount” of the debt. Specifically, defendant represented to plaintiff that “other
19 charges” were owed when this was not legally or factually correct.

20 b. Defendant violated 15 U.S.C. 1692f(1) by attempting to collect an amount not
21 “expressly authorized by the agreement creating the debt.”
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1 26. As a result of the foregoing violations of the FDCPA, defendants are liable to the
2 Plaintiff TODD MICHAEL MILLER for declaratory judgment that Defendants' conduct
3 violated the FDCPA, actual damages, statutory damages, injunction, and costs and attorney fees.
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5 WHEREFORE, plaintiff TODD MICHAEL MILLER respectfully requests that judgment
6 be entered against defendant Automated Accounts for the following:
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- 8 a. Declaratory judgment that Defendants' conduct violated the FDCPA;
- 9 b. Actual damages;
- 10 c. Statutory damages pursuant to 15 U.S.C. § 1692k;
- 11 d. Costs and reasonable attorney fees pursuant to 15 U.S.C. § 1692k;
- 12 e. For injunctive relief, restitution, and disgorgement of ill-gotten gains; and
- 13 f. For such other and further relief as the Court may deem just and proper.
- 14

15 Respectfully submitted,
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17

18 DATED this 20th day of February, 2009
19
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21

/S/ Kirk D. Miller

Kirk D. Miller, WSBA # 40025
Attorney for Plaintiff